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Estate of James Riley.

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ESTATE OF JAMES RILEY.

MAY 3, 1882.—Committed to the Committee of the Whole House and ordered to be printed.

Mr. W. G. THOMPSON, from the Committee on Claims, submitted the following

REPORT:

[To accompany bill H. R. 4777.]

The Committee on Claims, to whom was referred the bill (H. R. 4777) for the relief of the estate of James Riley, having had the same under consideration, respectfully report:

On the 10th of October, 1868, the following contract was entered into between James Riley and the United States:

This agreement, made and entered into this 10th day of October, A. D. 1868, between Lieut. John Carland, Sixth United States Infantry, A. A. Q. M., United States Army, on the part of the United States, of the first part, and James Riley, of the Choctaw Nation, Indian Territory, of the second part, witnesseth:

That the party of the first part, in consideration of the covenants hereinafter mentioned, hath agreed, and by these presents doth promise and agree, to and with the said party of the second part and his assigns, that he will furnish all the labor necessary to operate efficiently the saw-mill known as Riley's Mill, situate near Boggy Depot, Choctaw Nation, with the exception of a sawyer and engineer.

And the party of the second part, for himself, his heirs, and assigns, in consideration of the foregoing, doth hereby covenant and agree, to and with the said party of the first part and his successors, to furnish a good sawyer and engineer to operate said saw-mill, and that he will deliver one-half of the lumber manufactured at said mill to the party of the second part or his successors, the lumber to be delivered at said mill as soon as sawed.

This agreement to be binding for the period of six months from the date of these presents.

JOHN CARLAND,
Second Lieut., Sixth Infantry, A. A. Q. M.
JAS. RILEY,
per R. J. SCOTT.

HEADQUARTERS DISTRICT INDIAN TERRITORY,
Fort Arbuckle, C. N., October 10, 1868.

Approved: JAMES P. ROY,
Major Sixth Infantry, Commanding District Indian Territory.

It appears from the evidence on file in the War Department, and copies of which have been transmitted by that department on the call of this committee, that Riley, endeavoring in good faith to comply with this contract, discharged all his men except the sawyer and engineer, and turned out his teams. But as the government failed to supply him with the labor necessary to operate the mill, as called for by the contract, he could not run the mill, and it remained idle during the whole term of the contract. What amount of damage is due for this failure on the part of the government to comply with its contract your committee do not now propose to consider, inasmuch as the present bill

makes no direct award of damages, but only refers the case to the Court of Claims.

It is clear that there is a fair right on the part of the claimant, representing the estate of Riley, to an adjudication on this point. He has repeatedly applied to the War Department for a settlement of this claim, but residing, as he did, in the Indian Territory, remote from white settlements or good legal advice, he had little opportunity to give personal attention to the case, and so did not invoke the jurisdiction of the Court of Claims within the six years allowed by law. In view of this the statute of limitations cannot, in equity and justice, be now set up by the government against this claimant; particularly when there is a serious legal doubt whether an Indian, not being a citizen of the United States, has any right to sue at all in the Court of Claims without a special enabling statute. (Rev. Stat., secs. 1066, 1068.)

Considering all these facts, and believing that at least a *prima facie* case for relief has been shown, the committee think the claimant should be allowed to apply to the Court of Claims for relief, and report the accompanying bill.